

REMARKS

The Examiner has objected to the drawings because at least one figure is illegible. Applicant has included herewith corrected drawing sheets for Figures 2-5 in compliance with 37 CFR 1.121(d) as required by the Examiner.

The Examiner has rejected Claims 1-2, 4-14 and 16-26 under 35 U.S.C. 102(b) as being anticipated by Egendorf (U.S. Patent No. 5,794,221). Applicant respectfully disagrees with such rejection, especially in view of the arguments made below which clearly distinguish the Egendorf reference from applicant claim language.

Specifically, with respect to each of the independent claims, the Examiner has relied on the following excerpt in Egendorf to make a prior art showing of applicant's claimed "identifying an account using at least a portion of the information" (see the same or similar, but not necessarily identical language in each of the independent claims).

"...in step 13 an exchange of transactional information occurs between the customer and the vendor. This exchange may include identifying information relating to the customer, such as the customer's Internet address, information relating to the products or services to be purchased, including the transaction amount, the manner and time of delivery, and a reference number to identify the order." (Col. 5, lines 20-26)

Applicant respectfully asserts that such excerpt only generally discloses an "exchange of transactional information...between the customer and the vendor" where such information may include "information relating to the customer." Thus, Egendorf only teaches gathering information through an exchange with the customer, and not by "using at least a portion of the information" where such "information includes an Internet Protocol (IP) address of a user and an amount of payment due," in the context specifically claimed by applicant (emphasis added). To emphasize, simply nowhere does Egendorf teach using at least a portion of an Internet Protocol (IP) address of a user, etc. to identify any information, let alone an account, in the manner particularly claimed by applicant.

The Examiner is reminded that a claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described in a single prior art reference. *Verdegaal Bros. v. Union Oil Co. Of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Moreover, the identical invention must be shown in as complete detail as contained in the claim. *Richardson v. Suzuki Motor Co.* 868 F.2d 1226, 1236, 9USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim.

This criterion has simply not been met by the Egendorf reference, as noted above. Thus, a notice of allowance or a specific prior art showing of each of the foregoing claimed features, in combination with the remaining claimed features, is respectfully requested.

Applicant further notes that the prior art is also deficient with respect to the dependent claims. Just by way of example, with respect to Claim 5 et al., the Examiner has relied on Col. 5, lines 31-37 and Figures 2 and 3 in Egendorf to make a prior art showing of applicant's claimed "identifying user data based on the received information, and sending the user data to the site." Applicant respectfully asserts that the excerpt and Figures relied on by the Examiner only teach "transactional information [that] is obtained by [the] provider" using "a separate transmission by the vendor or the customer to [the] provider" or by the provider "extract[ing] the information from the exchange of information taking place between the customer an the vendor."

Clearly, such teachings in Egendorf do not even suggest "identifying user data based on the received information" where the received information "includes an Internet Protocol (IP) address of a user and an amount of payment due," in the context claimed by applicant (see independent claims for context). In addition, Egendorf only teaches that transactional information is obtained by the provider, where the provider "provides access to the Internet 1 for customers" (see Col. 4, lines 52-54), and not that "the user data [is sent] to the site," as applicant claims (emphasis added).

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With respect to Claim 7 et al., the Examiner has relied on Col. 2, lines 11-15 and Cols. 2-4 in Egendorf to make a prior art showing of applicant's claimed "requesting permission from the user prior to sending the user data to the site." Applicant notes that such excerpts only disclose agreements between a provider and a customer and a provider and a vendor, where the "provider agrees with the customer and the vendor to bill for products and services purchased over the Internet by the customer from the vendor." Clearly, agreements to bill, as in Egendorf, do not even suggest "requesting permission from the user prior to sending the user data to the site," as applicant claims (emphasis added).

Since the Egendorf reference fails to teach or even suggest all of applicant's claim language, for at least the reasons noted above, a notice of allowance or a proper prior art showing of all of the claim limitations, in the context of the remaining elements, is respectfully requested.

Still yet, applicant brings to the Examiner's attention the subject matter of new Claims 27-29 below, which are added for full consideration:

"wherein the information is received from a combination of the user and a site, where the information is received from the site in response to the user carrying out a transaction using the site" (see Claim 27);

"wherein the account is identified utilizing a database which links the information with a corresponding account" (see Claim 28); and

"providing a uniform resource locator (URL) link to the user from a site, where the URL allows the user to give permission for the payment to be administered; and

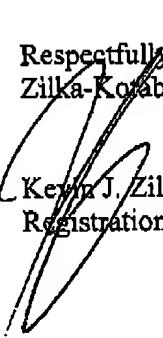
in response to the user giving the permission, providing the site with a confirmation number and a shipping address of the user and providing the user with the confirmation number" (see Claim 29).

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Thus, all of the independent claims are deemed allowable. Moreover, the remaining dependent claims are further deemed allowable, in view of their dependence on such independent claims.

In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (408) 505-5100. The Commissioner is authorized to charge any additional fees or credit any overpayment to Deposit Account No. 50-1351 (Order No. AMDCP006).

Respectfully submitted,
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